

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

MARJORIE PAYNE,

Plaintiff,

Case No. 2:11-cv-10769-PJD-PK

vs.

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS LOCAL LODGE  
PM 2848, RAYMOND BRIGGS, and  
MARK WARD, jointly and severally,

**PLAINTIFF'S ANSWER TO  
COUNTER-CLAIM**

Defendants,

vs.

JON WINTERHALTER,

Third-Party Defendant.

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**PLAINTIFF'S ANSWER TO COUNTER-CLAIM**

NOW COMES Plaintiff, by and through her attorneys, JOSEPH P. CIARAMITARO, P.C., and for Plaintiff's Answer to Counter-Claim, states as follows:

71. In answer to paragraph 71, Plaintiff neither admits nor denies the allegations contained therein.

72. In answer to paragraph 72, Plaintiff admits same.

73. In answer to paragraph 73, Plaintiff denies for the reason same is not true. Answering further, Plaintiff accepted employment and commenced same based upon the executive agreement dated February 20, 2006. Defendants' allegation is based on the false assumption that the collective bargaining agreement has or had any application to Plaintiff's executive agreement dated February 20, 2006.

74. In answer to paragraph 74, Plaintiff neither admits nor denies the allegations contained therein for the reason that Defendants' use of the words "side agreements" is vague. Answering further, Plaintiff asserts that said collective bargaining agreement is not controlling in this matter nor did it prohibit the agreement dated February 20, 2006.

75. In answer to paragraph 75, Plaintiff denies same for the reasons same is not true and for the reasons set forth in answers to paragraphs 73 and 74. Answering further, OPEIU Local 42 was aware of the February 20, 2006 agreement when entered into and did not object to same.

76. In answer to paragraph 76, Plaintiff admits same.

77. In answer to paragraph 77, Plaintiff denies same for the reasons same is not true.

78. In answer to paragraph 78, Plaintiff denies same for the reasons same is not true.

79. In answer to paragraph 79, Plaintiff denies same for the reasons same is not true.

80. In answer to paragraph 80, Plaintiff neither admits nor denies the allegations contained therein.

81. In answer to paragraph 81, Plaintiff neither admits nor denies the allegations contained therein.

82. In answer to paragraph 82, Plaintiff neither admits nor denies the allegations contained therein.

83. In answer to paragraph 83, Plaintiff denies same for the reasons same is not true.

84. In answer to paragraph 84, Plaintiff denies same for the reasons same is not true.

WHEREFORE, Plaintiff requests that Defendants' Counter-Claim be dismissed with costs and attorney fees being awarded to Plaintiff.

Respectfully submitted,

JOSEPH P. CIARAMITARO, P.C.

/s/  
JOSEPH P. CIARAMITARO, Jr. (P24216)  
Attorney for Plaintiff

Dated: March 27, 2011

**Proof of Service**

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each attorneys of record herein at their respective addresses disclosed on the pleadings on March 27, 2011 through ECF via e-mail.

/s/  
Becky Taylor